

Application Serial No. 09/528,479  
Attorney's Docket No.:06618-120002

REMARKS

Reconsideration and allowance of the above-referenced application are respectfully requested.

An amendment to the specification to add continuation information is submitted herewith. This should obviate the rejection based on priority in section 1.

A proposed drawing correction to figure 2 is submitted herewith.

The remaining objections to reference signs have been obviated herein by amendments to the specification. The informalities noted in the specification have also been obviated herein by amendment. The Examiner is thanked for his careful consideration and for pointing out these issues.

The issues of informalities and indefiniteness in the claims have also been obviated herein by amendment.

Claims 1-3 stand rejected under 35 USC 13 as allegedly being unpatentable over Echeita et al. This contention, however, is respectfully traversed. Specifically, while Echeita et al. does teach a system that automatically detects and reconciles transmitted advertisements, it does not teach or suggest authorizing an error resolution procedure when the commercial played at other than the agreed time.

One significant problem noted by the present inventors, and

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described in the specification, is that a television station may play a commercial, but may simply play it at completely the wrong time. If the commercial is played for example during a time when the desired audience is not watching it, the value of the commercial may be reduced or even eliminated. Therefore, an error resolution procedure may be necessary in such a situation.

Echeita et al. teaches nothing about such an error resolution procedure. For example, Echeita et al.'s column 8 describes that the provider and advertiser can make a judgment on whether the spot (the commercial) "aired outside the time period under which it was specified". See column 8, lines 58-59. If the spot did air outside of that time, then a discrepancy is established. The only thing that Echeita et al. says about this, however, is that "therefore, this commercial spot has a discrepancy because it appeared too late" see column 8, lines 60-61. Column 10, lines 42-57 describes that discrepancies can be pointed out ("point out the exact location of these discrepancies") however, there is no teaching or suggestion of an error resolution procedure for these discrepancies. Rather, the concept of error resolution for these discrepancies is entirely outside the scope of Echeita et al.

Therefore, and for these reasons, it is respectfully

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suggested that nothing in Echeita et al. is in any way suggestive of the claimed combination that includes authorizing an error resolution procedure if an advertising segment is played at other than the specified time.

Claim 3 has been amended to specify that the security is information that is correlated with content of the actual advertising segment. Nothing in Echeita et al. teaches or suggests information that is correlated with the content. This is an additional level of security, in fact, that is not taught or suggested by Echeita et al. Echeita et al. simply can look at the data packets and look at their designation numbers. However, if the wrong data packet is associated with the commercial, then there is no way of detecting this. By associating information that is correlated with content of the advertising segment, it becomes possible to add some additional security.

Claim 4 has been added to recite one of the different kinds of information that can be correlated with the advertisement being the average brightness of at least part of the advertising segment. This is further distinguished over the cited prior art, and there is no teaching or suggestion of this feature anywhere within Echeita et al.

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It is believed that all of the pending claims have been addressed in this paper. However, failure to address a specific rejection, issue or comment, does not signify agreement with or concession of that rejection, issue or comment. In addition, because the arguments made above are not intended to be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed. Finally, nothing in this paper should be construed as an intent to concede any issue with regard to any claim, except as specifically stated in this paper, and the amendment of any claim does not necessarily signify concession of unpatentability of the claim prior to its amendment.

In view of the above amendments and remarks, therefore, all of claim should be in condition for allowance of formal notice to that effect is respectfully solicited.

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Applicant asks that all claims be allowed. Please apply  
any other charges or credits to Deposit Account No. 06-1050.

Respectfully submitted,

  
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